

Exhibit A

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Stephen Goorvitch

1 JOSHUA COHEN SLATKIN (SBN 285090)
2 RUBEN O. CONTRERAS (SBN 338464)
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6 Attorneys for Plaintiff,
7 Ricky Montes

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10 RICKY MONTES, an individual,

11 Plaintiff,

12 vs.

13 STATE FARM MUTUAL AUTOMOBILE
14 INSURANCE COMPANY; STATE FARM
GENERAL INSURANCE COMPANY;
15 NICOLE BARKER; and DOES 1 through 25,
inclusive,

16 Defendants.

Case No. 22STCV07354

**COMPLAINT FOR DAMAGES,
RESTITUTION, INJUNCTIVE RELIEF AND
PENALTIES**

1. **DISCRIMINATION BASED UPON
PHYSICAL DISABILITY IN
VIOLATION OF FEHA –
GOVERNMENT CODE SECTIONS
12940, *et. seq.***
2. **VIOLATION OF THE CALIFORNIA
FAMILY RIGHTS ACT –
GOVERNMENT CODE SECTIONS
12945.2, *et. seq.*;**
3. **HARASSMENT BASED UPON
PHYSICAL DISABILITY IN
VIOLATION OF FEHA –
GOVERNMENT CODE SECTIONS
12940, *et. seq.***
4. **FAILURE TO ACCOMMODATE
PHYSICAL DISABILITY IN
VIOLATION OF FEHA –
GOVERNMENT CODE SECTIONS
12940, *et. seq.***
5. **FAILURE TO ENGAGE IN THE
INTERACTIVE PROCESS IN
VIOLATION OF FEHA –
GOVERNMENT CODE SECTIONS
12940, *et. seq.***

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- 6. **FAILURE TO PREVENT
DISCRIMINATION AND
HARASSMENT IN VIOLATION OF
FEHA – GOVERNMENT CODE
SECTIONS 12940, *et. seq.***
- 7. **RETALIATION IN VIOLATION OF
FEHA – GOVERNMENT CODE
SECTIONS 12940, *et. seq.***
- 8. **RETALIATION IN VIOLATION OF
CALIFORNIA LABOR CODE §1102.5**
- 9. **WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY**

[DEMAND FOR JURY TRIAL]

1 Plaintiff Ricky Montes (hereinafter "Plaintiff") hereby alleges the following on knowledge as to
2 himself and his respective known acts, and on information and belief as to all other matters:

3 **I.**

4 **PARTIES**

5 1. At all times mentioned herein, Plaintiff was an individual employed by State Farm Mutual
6 Automobile Insurance Company and State Farm General Insurance Company; (hereinafter collectively
7 referred to as "Defendant"). Plaintiff performed work for the Defendant. The unlawful conduct alleged
8 herein occurred in and around Los Angeles County.

9 2. At all times mentioned herein, Defendant was a corporation conducting business
10 throughout California, with its principal place of business in southern California.

11 3. At nearly all times mentioned herein, Defendant Nicole Barker (hereinafter referred to as
12 "Barker") was Plaintiff's direct supervisor and a resident of and/or performed work within Los Angeles
13 County.

14 4. At all times mentioned herein, Defendant was an employer of Plaintiff as such term is
15 defined by California Government Code section 12926(d), that each regularly employed five (5) or more
16 persons.

17 5. At all times mentioned herein, each of the defendants named in the caption and each DOE
18 defendant was an agent, employee and/or partner of the remaining defendants, including the DOE
19 defendants, and, in doing these things herein alleged, was acting within the scope of such agency,
20 employment and/or partnership with the permission, authority and/or consent of his or her co-defendants.

21 6. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES
22 1 through 100, inclusive, and therefore sue these defendants by such fictitious names. Plaintiff will
23 amend this complaint to allege the true names and capacities of said defendants when the same has been
24 ascertained. Each of the fictitiously named defendants are individually and/or jointly liable in some
25 manner for the acts complained of herein. Unless otherwise stated, all references to named defendants
26 shall include DOE defendants as well and Plaintiff will amend this complaint to show their true names
27 and capacities after they are ascertained.

7. Plaintiff is informed and believes that each Defendant conspired with, aided and abetted, ratified the conduct of, knowingly acquiesced in, acted with the consent and permission of, acted as an agent of, acted within the course and scope of employment for, and accepted the benefits of each other Defendant with respect to the matters alleged herein.

8. Plaintiff is informed and believes that, except as otherwise alleged herein, each Defendant is, and at all times relevant to this Complaint are, the agent, joint employer, partner, constitute an integrated enterprise, joint venturer, alter ego, affiliate, and/or co-conspirator with or of each of the other Defendants and/or otherwise acted on the behalf of each other Defendant and/or are otherwise legally responsible for the actions of each other Defendant.

II.

JURISDICTION AND VENUE

9. Jurisdiction and venue are proper in this Court because all of the claims alleged herein arose in Los Angeles County and all of the defendants were and/or are residents of Los Angeles County or are doing or did business in Los Angeles County, at all times relevant herein.

10. The amount in controversy in this matter exceeds the sum of \$25,000.00, exclusive of interest and costs.

III.

FACTUAL ALLEGATIONS

11. Plaintiff worked for Defendant as an automobile field appraiser/auto damage estimator from 2006 until he was terminated on June 24, 2021.

12. On or about late December 2019/early January 2020, Plaintiff joined Barker's estimatics team where he conducted auto damage estimates and vehicle appraisals by visually and physically inspecting property damage claims on behalf of Defendant in and around Los Angeles and Los Angeles County.

13. On March 3, 2020, Plaintiff suffered severe back pain which limited major life activities which include, without limitation lifting, sitting, bending, kneeling, crawling and carrying.

1 14. Plaintiff was required to drive in a van for extended periods of time in order to perform
2 in-person vehicle inspections for property damage estimates.

3 15. Plaintiff was unable to drive in a vehicle for extended periods of time and/or perform in-
4 person vehicle estimates due to his medical condition which limited major life activities.

5 16. Therefore, that same day, on March 3, 2020, Plaintiff requests time off due to his medical
6 condition (i.e. his back pain) so he can obtain medical treatment for his physical condition and resulting
7 limitations.

8 17. Plaintiff's request for time off on March 3, 2020 due to his medical condition was denied
9 by Barker.

10 18. On March 3, 2020, Barker provided Plaintiff with particular performance deficiencies.

11 19. Plaintiff's back injury and physical condition on short notice prevented him from
12 performing his job duties as an auto field appraiser.

13 20. Barker was Plaintiff's supervisor.

14 21. On March 4, 2020, Plaintiff files for short term disability with a scheduled return to work
15 date of April 13, 2020 and went on a medical leave of absence around this time.

16 22. Barker did nothing to facilitate Plaintiff's medical condition and/or medical leave of
17 absence and Barker denied his medical leave.

18 23. Plaintiff was required to have another supervisor provide his requested time off.

19 24. On March 4, 2020, Plaintiff went to the emergency room due to his chronic back pain
20 where he was diagnosed with sciatica and a pinched nerve in his back.

21 25. Plaintiff had chronic back pain which progressively got worse since approximately 2010.

22 26. On April 1, 2020, a federal medical leave act/California family rights act claim was
23 opened for Plaintiff and approved from March 4, 2020 through April 21, 2020.

24 27. Around this April 2020 time frame, due to the COVID-19 pandemic, vehicle inspections
25 and appraisals were being performed virtually and without the need for auto field appraisers like Plaintiff
26 to be out in the field and commuting for extended periods of time to physically take pictures of damaged
27 vehicles and provide in-person estimates.

1 28. It is believed that as of the date of filing the instant complaint, the vast majority of vehicle
2 estimates are still being performed virtually and/or that virtual teams are being used and without the need
3 for vehicle appraisers like Plaintiff to physically inspect vehicles to perform damage estimates.

4 29. On or about April 2020, Plaintiff files a workers' compensation claim for his back
5 injuries, related body parts and other ailments.

6 30. When Plaintiff was off work due to his medical leave arising from his physical condition,
7 Barker continually contacted Plaintiff by phone and with an aggressive tone and demeanor, requests that
8 he complete the incident/accident report form for his workers' compensation claim.

9 31. Plaintiff responded to Barker that his workers' compensation attorney would be handling
10 the required workers' compensation paperwork.

11 32. In or around May/June 2020, Defendant released a realignment chart for the
12 estimatics/auto field appraiser's due to the COVID-19 pandemic.

13 33. Around this time, Plaintiff is on Kurt Lumpkin's team due to the realignment and no
14 longer on Barker's team.

15 34. Plaintiff was not provided reasonable workplace accommodations by Barker or anyone
16 else working with Defendant to perform the essential job functions of his job.

17 35. One of those accommodations could have been to work and perform vehicle estimates
18 virtually.

19 36. Plaintiff could have performed his essential job functions as an auto field appraiser
20 virtually or with other reasonable workplace accommodations such as light duty work, or a smaller
21 territory to commute, had he been given the opportunity in the 2020-2021 timeframe.

22 37. Barker did not provide Plaintiff with the opportunity to perform his field appraiser job
23 duties virtually or with other reasonable workplace accommodations.

24 38. However, Plaintiff was at some point transferred back to Barker's team prior to his
25 termination and Barker continued to harass Plaintiff based on his medical condition, work restrictions
26 and need for reasonable workplace accommodations in the 2020 timeframe up through the time of his
27 termination.

1 39. Defendant and Barker believed that Plaintiff was malingering and faking his injury,
2 physical condition and need for workplace accommodations due to Barker's disciplinary action in March
3 2020.

4 40. On or about January 20, 2021 and January 22, 2021, Defendant's human resources
5 investigator contacted Plaintiff to address various allegations of discrimination and conflicts of interest
6 relating, in part, to Barker.

7 41. Plaintiff was identified as a witness relating to Barker's alleged conflicts of interest and
8 discrimination.

9 42. Plaintiff informed the HR investigator around this time that he would be filing a complaint
10 against Barker for her denial of his request for time off due to his medical condition and Barker's
11 harassment of him due to his medical condition and requested workplace accommodations.

12 43. On or about May 17, 2021, Barker sent Plaintiff a letter to review his current medical
13 leave of absence and indicated that he must return to work by May 19, 2021 otherwise he would be
14 subject to disciplinary action up to and including termination of his employment with the Defendant.

15 44. Plaintiff was not medically cleared to return to work with the Defendant in the May 2021
16 timeframe by the workers' compensation doctors and/or treating medical providers.

17 45. Plaintiff advised Barker that he intends to return to work with Defendant but is not certain
18 when he can return because he has not been medically cleared to return to work at that time.

19 46. Barker requested that Plaintiff provide her with a return-to-work date on or before June
20 4, 2021.

21 47. Plaintiff was willing and able to work with and/or without reasonable workplace
22 accommodations in this timeframe.

23 48. On June 4, 2021, Plaintiff informs Barker that he does not have a return-to-work date yet
24 as he will not have a medical evaluation with his work restrictions until later in the month on June 23,
25 2021 and has not been medically cleared to return to work with a specific return to work date as of June
26 4, 2021.
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1 49. On June 10, 2021, Barker emails Plaintiff that since April 22, 2020, Plaintiff has been on
2 an unsupported medical leave which far exceeded the typical 26 weeks available for an approved short
3 term disability claim.

4 50. Barker did not attempt to provide a reasonable work place accommodation of a continued
5 medical leave of absence beyond June 2021 which Defendant could have done without imposing any
6 undue hardship on Defendant.

7 51. Defendant's failure to provide a continued medical leave of absence as a form of
8 reasonable workplace accommodation is further evidence of Barker's harassment toward Plaintiff.

9 52. Barker indicated to Plaintiff around this June 10, 2021 timeframe that his medical leave
10 of absence was unreasonable and cannot be supported.

11 53. Plaintiff informed Barker that his work restrictions and medical leave of absence was
12 under review with his workers' compensation case and that he would provide a return-to-work date as
13 soon as he had one.

14 54. On June 16, 2021, Barker emailed her supervisor, John Hubert ("Hubert") indicating that
15 Plaintiff should be terminated for his job requirements not being "met" due to him being on a medical
16 leave of absence due to his work restrictions, medical condition and need for reasonable workplace
17 accommodations.

18 55. Barker recommended termination from Hubert which Hubert approved.

19 56. On June 23, 2021, the agreed medical evaluator ("AME") from the workers'
20 compensation system, Peter Newton, evaluated Plaintiff and diagnosed Plaintiff with chronic low back
21 pain with a 4mm disc protrusion and 4mm spondylolisthesis at L5-S1 and indicated that he reached
22 maximum medical improvement with a whole person impairment of 13% and had work restrictions of
23 limited forward bending and twisting to 1-2 hours per day.

24 57. This AME report was signed on or about July 8, 2021.

25 58. Plaintiff was involuntarily terminated on June 24, 2021.

26 59. Defendant's failure to accommodate Plaintiff's work restrictions and his termination were
27 due to his medical conditions/disabilities, harassment toward him by Barker and need for workplace
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1 accommodations which reflects a policy, pattern and practice by Defendant to terminate older employees
2 and/or those with medical conditions/disabilities including those who need workplace accommodations
3 for said medical conditions/disabilities.

4 60. Defendant's actions toward Plaintiff reflect a continuous course of discriminatory
5 conduct toward him and other Defendant's employees.

6 61. The reason given for Plaintiff's termination was a pretext for the discriminatory motives
7 of terminating Plaintiff for his work restrictions, workplace accommodations and medical condition.

8 62. Substantial motivating reasons for Plaintiff's termination were due to his medical
9 conditions, harassment by Barker and resulting disabilities and request for medical leave and reasonable
10 workplace accommodations for his medical conditions/disabilities.

11 63. Barker engaged in harassment toward Plaintiff due to his medical condition and requests
12 for reasonable workplace accommodations.

13 64. Barker, as a result of and motivated by Plaintiff's physical injury/disability and requests
14 for workplace accommodations after March 3, 2020, created a hostile workplace environment which
15 affected the social interactions between Barker and Plaintiff as Barker engaged in the following types of
16 conduct toward Montes:

- 17 a. Barker made demeaning comments toward Plaintiff;
- 18 b. Barker engaged in disparate treatment toward Plaintiff;
- 19 c. Barker threatened Plaintiff with termination on several occasions;
- 20 d. Barker belittled Plaintiff in the presence of other staff members;
- 21 e. Barker unjustifiably reprimanded and instituted disciplinary action toward Plaintiff;
- 22 f. Barker's behavior toward Plaintiff occurred on a consistent basis and therefore created a
23 hostile work environment;
- 24 g. Barker would raise her voice at Plaintiff in an attempt to intimidate him, after he made
25 requested reasonable workplace accommodations in March 2020 due to his physical
26 disability/medical condition;

- h. The social environment in the workplace became intolerable because of the verbal harassment which communicated an offensive message to Plaintiff;
- i. There was a change in the working conditions initiated by Barker with the purpose of harassing Plaintiff due to his disability and need for workplace accommodations;
- j. Barker refused to accommodate Plaintiff to enable him to perform his essential job duties virtually or with other reasonable workplace accommodations, such as light duty, working virtually and extending his medical leave, which Defendant could have accommodated without imposing an undue hardship;
- k. Barker was attempting to force Plaintiff to provide her with a return-to-work date before he was evaluated through an AME and before he was medically cleared by any doctors which Plaintiff conveyed to Barker;
- l. Barker refused to accommodate Plaintiff by terminating him while he was on a medical leave and by not extending his medical leave;
- m. Barker further harassed Plaintiff by when he was transferred back to Barker's team from Kurt Lumpkin's team and then subsequently terminated.

65. Barker's conduct toward Plaintiff was outside the scope of necessary job performance and presumably engaged in for personal gratification, because of meanness or bigotry or for other personal motives.

IV.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

66. Prior to the initiation of this lawsuit, Plaintiff filed both a complaint and an amended complaint against each named defendant with the California Department of Fair Employment and Housing (“DFEH”) pursuant to section 12900, *et seq.*, of the California Government Code, alleging the claims described in this complaint. On February 23, 2022, the DFEH issued a “right to sue” letter. A true and correct copy of the “right to sue” letter is attached hereto as **Exhibit 1**. All conditions precedent to the institution of this lawsuit have been fulfilled. This action is filed within one year of the date that the DFEH issued its right to sue letter.

1 V.
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3 **FIRST CAUSE OF ACTION**

4 **(On behalf of Plaintiff against DEFENDANTS STATE FARM MUTUAL AUTOMOBILE
5 INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY and DOES
6 1-25 INCLUSIVE)**

7 67. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as
8 if fully set forth herein.

9 68. Defendant discriminated against Plaintiff on the basis of his physical disabilities in
10 violation of FEHA through numerous illegal acts, including, without limitation, those set forth in the
11 preceding paragraphs.

12 69. As a proximate result of the conduct of Defendant, Plaintiff suffered and continues to
13 suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to
14 proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including
15 nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue,
16 and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

17 70. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
18 prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and will continue
19 to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will
20 continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and
21 costs.

22 71. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
23 Court.

24 72. The aforementioned acts of Defendant, and each of them, were willful, malicious,
25 intentional, oppressive and despicable and were done in willful and conscious disregard of the rights,
26 welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages,
27 against all of the Defendants, in an amount to be determined at time of trial and/or arbitration.

1 VI.
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4 **SECOND CAUSE OF ACTION**
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6 **(Violation of The California Family Rights Act - Government Code Sections 12945.2, et.**
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8 **seq.)**
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10 **(On behalf of Plaintiff against DEFENDANTS STATE FARM MUTUAL AUTOMOBILE
11 INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY and DOES
12**

13 **1-25 INCLUSIVE)**
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15 73. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as
16 though fully set forth herein.
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18 74. At all times herein mentioned, FEHA, Government Code §§12900-12996, was in full
19 force and effect and was binding on Defendant. This included Government Code §12945.2 et. seq. which
20 is commonly referred to as the California Family Rights Act (“CFRA”). CFRA requires that Defendant
21 refrain from discriminating or retaliating against any employee on the basis of that employee’s need to
22 take leave to tend to his or her own serious medical condition or having taken such leave (see
23 Government Code §§12945.2 (a) and (l)).
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25 75. Plaintiff suffered from, without limitation, sciatica along with a 4mm disc protrusion and
26 4mm spondylolisthesis at L5-S1, which Defendant was made aware of by Plaintiff and/or his treating
27 physician.
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76. Plaintiff took leave time to tend to such serious medical conditions and required
accommodations.
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The leave and need for accommodations that Plaintiff took to tend to his serious medical
conditions was a substantial motivating factor in Defendant's decision to terminate him.
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As a proximate result of the conduct of Defendant, Plaintiff has suffered and will continue
to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according
to proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including
nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue,
and anxiety. The amount of Plaintiff's damages will be ascertained at trial.
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1 79. CFRA provides for an award of reasonable attorneys' fees and costs incurred by a
2 prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and will continue
3 to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will
4 continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and
5 costs.

6 80. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
7 Court.

8 81. The aforementioned acts of Defendant, and each of them, were willful, malicious,
9 intentional, oppressive and despicable and were done in willful and conscious disregard of the rights,
10 welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages,
11 against all of the Defendants, in an amount to be determined at time of trial and/or arbitration.

VII.

THIRD CAUSE OF ACTION

**(Harassment Based upon Physical Disability in Violation of FEHA – Government Code Sections
12940, et. seq. on behalf of Plaintiff against Defendant Nicole Barker and DEFENDANTS
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY; STATE FARM
GENERAL INSURANCE COMPANY and Does 1-25 inclusive)**

18 82. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as
19 though fully set forth herein.

20 83. California Government Code section 12940(j)(1) makes it illegal for an employer or any
21 person to harass an employee because of his or her physical disability.

22 84. During the course of Plaintiff's employment with Defendant, Defendant engaged in a
23 pattern of continuous and pervasive harassment of Plaintiff based on his physical disability, which acts
24 included, but were not limited to, those alleged in the preceding paragraphs.

25 At all times relevant to this Complaint, Barker was a “supervisor” within the meaning of
26 California Government Code section 12926(r) because she had the authority, in the interest of Defendant,
27 “to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other

1 employees, or the responsibility to direct them, or to adjust their grievances, or to effectively recommend
2 that action," and in connection with the foregoing was required to use independent judgment. Because
3 Barker was a supervisor as defined by FEHA, Defendant is strictly liable for her acts of harassment.

4 86. As a proximate result of the conduct of Defendants, Plaintiff suffered and continues to
5 suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to
6 proof. Plaintiff also suffered and continues to suffer physical and emotional injuries, including
7 nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue,
8 and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

9 87. In committing the foregoing acts, Defendant has been guilty of oppression, fraud, and/or
10 malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive damages in a sum
11 appropriate to punish and make an example out of the foregoing defendants.

12 88. The acts of oppression, fraud, and/or malice were engaged in by employees and/or agents
13 of the Defendant. Defendant had advance knowledge of the unfitness of each employee and/or agent
14 who acted with oppression, fraud, and/or malice, and/or authorized or ratified the wrongful conduct for
15 which an award of punitive damages is sought, and/or was personally guilty of oppression, fraud, and/or
16 malice. The advance knowledge and conscious disregard, authorization, ratification, or act of
17 oppression, fraud, and/or malice was committed by or on part of Barker and/or Hubert, an officer,
18 director, or managing agent of Defendant, thereby entitling Plaintiff to punitive and exemplary damages
19 against the Defendants in accordance with California Civil Code section 3294 in a sum appropriate to
20 punish and make an example of each defendant.

21 89. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
22 prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and continues to
23 employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will continue
24 to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and costs.

25 90. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
26 Court.
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1 91. The aforementioned acts of Defendants, and each of them, were willful, malicious,
2 intentional, oppressive and despicable and were done in willful and conscious disregard of the rights,
3 welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages,
4 against all of the Defendants, in an amount to be determined at time of trial and/or arbitration.

XIII.

FOURTH CAUSE OF ACTION

(Failure to Accommodate Physical Disability in Violation of FEHA - Government Code Section 12940, et. seq.)

**(On behalf of Plaintiff against DEFENDANTS STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY and
DOES 1-25 INCLUSIVE)**

92. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as if fully set forth herein.

93. At times relevant to this lawsuit, Plaintiff was an employee of Defendant with certain disabilities, including, without limitation, those related to his sciatica along with a 4mm disc protrusion and 4mm spondylolisthesis at L5-S1., which are disabilities that are protected under FEHA.

94. California Government Code section 12940(m) makes it unlawful “[f]or an employer or other entity...to fail to make reasonable accommodation for the known physical or mental disability of an applicant or employee.”

95. As set forth in the preceding paragraphs, Plaintiff sought reasonable accommodations, including, without limitation, request for a medical leave and accommodations to tend to his sciatica along with a 4mm disc protrusion and 4mm spondylolisthesis at L5-S1, but rather than accommodating him, Defendant terminated him based, in part, on his disabilities.

96. As a proximate result of the conduct of Defendant, Plaintiff has suffered and will continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including

1 nightmares, nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain,
2 discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

3 97. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
4 prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and will continue
5 to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will
6 continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and
7 costs.

8 98. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
9 Court.

10 99. The aforementioned acts of Defendants, and each of them, were willful, malicious,
11 intentional, oppressive and despicable and were done in willful and conscious disregard of the rights,
12 welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages,
13 against all of the Defendants, in an amount to be determined at time of trial and/or arbitration.

14 **IX.**

15 **FIFTH CAUSE OF ACTION**

16 **(Failure to Engage in the Interactive Process in Violation of FEHA - Government Code Section
17 12940, et. seq.)**

18 **(On behalf of Plaintiff against DEFENDANTS STATE FARM MUTUAL AUTOMOBILE
19 INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY and
20 DOES 1-25 INCLUSIVE)**

21 100. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as
22 if fully set forth herein.

23 101. California Government Code section 12940(n) makes it unlawful "[f]or an employer or
24 other entity covered by this part to fail to engage in a timely, good faith interactive process with the
25 employee or applicant to determine effective reasonable accommodations, if any, in response to a request
26 for reasonable accommodation by an employee or applicant with a known physical or mental disability
27 or known medical condition."

102. California Government Code section 12926.1(e) states “The Legislature affirms the importance of the interactive practice between the applicant or employee and the employer in determining a reasonable accommodation, as the requirement has been articulated by the Equal Employment Opportunity Commission in its interpretive guidance of the Americans with Disabilities Act.”

103. As set forth in the preceding paragraphs, Plaintiff repeatedly informed Defendant of his disabilities and requested accommodations, but instead of engaging in a timely good faith process with him to determine effective reasonable accommodations as required by California Government Code sections 12940(n) and 12926.1(e), Defendant terminated him based, in part, on his disabilities. Had Defendant engaged in a timely good faith interactive process, there were available reasonable accommodations which would have accommodated Plaintiff's disabilities and allowed him to continue to work with Defendant.

104. As a proximate result of the conduct of Defendant, Plaintiff has suffered and will continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

105. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and will continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and costs.

106. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this Court.

107. The aforementioned acts of Defendant, and each of them, were willful, malicious, intentional, oppressive and despicable and were done in willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages, against all of the Defendant, in an amount to be determined at time of trial and/or arbitration.

x.

SIXTH CAUSE OF ACTION

(Failure to Prevent Discrimination and Harassment in Violation of FEHA - Government Code)

Section 12940, et. seq.)

**(On behalf of Plaintiff against DEFENDANTS STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY and
DOES 1-25 INCLUSIVE)**

108. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as if fully set forth herein.

109. California Government Code section 12940(k) makes it an unlawful employment practice for an employer to “fail to take all reasonable steps to prevent discrimination and harassment from occurring.” Defendant violated this provision by failing to prevent discrimination and harassment against Plaintiff, including the discrimination and harassment described in the preceding paragraphs.

110. As a proximate result of the conduct of Defendant, Plaintiff has suffered and will continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

111. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and will continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and costs.

112. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this Court.

113. The aforementioned acts of Defendant, and each of them, were willful, malicious, intentional, oppressive and despicable and were done in willful and conscious disregard of the rights,

1 welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages,
2 against all of the Defendants, in an amount to be determined at time of trial and/or arbitration.

3 **XI.**

4 **SEVENTH CAUSE OF ACTION**

5 **(Retaliation in Violation of FEHA - Government Code Section 12940, et. seq.)**

6 **(On behalf of Plaintiff against DEFENDANTS STATE FARM MUTUAL AUTOMOBILE
7 INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY and
8 DOES 1-25 INCLUSIVE)**

9 114. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as
10 if fully set forth herein.

11 115. Defendant retaliated against Plaintiff for seeking accommodations for his disabilities, in
12 violation of FEHA through numerous illegal acts, including, without limitation, those set forth in the
13 preceding paragraphs of this Complaint.

14 116. As a proximate result of the conduct of Defendant, Plaintiff has suffered and will continue
15 to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according
16 to proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including
17 nightmares, nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain,
18 discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

19 117. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
20 prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and will continue
21 to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will
22 continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and
23 costs.

24 118. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
25 Court.

26 119. The aforementioned acts of Defendant, and each of them, were willful, malicious,
27 intentional, oppressive and despicable and were done in willful and conscious disregard of the rights,
28

welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages, against all of the Defendants, in an amount to be determined at time of trial and/or arbitration.

XII.

EIGHTH CAUSE OF ACTION

(RETALIATION IN VIOLATION OF CALIFORNIA LABOR CODE §1102.5)

**(On behalf of Plaintiff against DEFENDANTS STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY and DOES 1-
25 INCLUSIVE)**

9 120. Plaintiff incorporates by reference the allegations in all preceding paragraphs of this
10 Complaint as though fully set forth herein.

11 121. At all times herein relevant, Plaintiff was employed by Defendant, and/or DOES 1 -100,
12 and each of them.

13 122. At all times during Plaintiff's tenure with Defendants, and each of them, Plaintiff was
14 protected by California state law from retaliation based on, or motivated by, his opposition to practices
15 in violation of the California Labor Code.

16 123. California Labor Code § 1102.5(b) expressly prohibits employers from taking retaliatory
17 actions against an employee who discloses information to a government agency, and states that “An
18 employer may not retaliate against an employee for disclosing information to a government or law
19 enforcement agency, where the employee has reasonable cause to believe that the information discloses
20 a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or
21 regulation.” California Labor Code § 1102.5 et seq. was expanded by Governor Gerry Brown such that
22 a Plaintiff need only allege complaints internally and not necessarily to an outside government agency
23 to enjoy the protections of the California Labor Code § 1102.5 et. Seq. preventing retaliation.

24 124. Here, Plaintiff engaged in activity protected by section 1102.5, including, without
25 limitation, indicating to Defendant's human resources representative that he will be filing a complaint
26 against Barker prior to his termination.

1 125. As a proximate result of the conduct of Defendants, Plaintiff has suffered and will
2 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss
3 according to proof. Plaintiff has also suffered and will continue to suffer physical and emotional
4 injuries, including nightmares, nervousness, humiliation, depression, anguish, embarrassment, fright,
5 shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at
6 trial.

7 126. In committing the foregoing acts, Defendants have been guilty of oppression, fraud,
8 and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive damages
9 in a sum appropriate to punish and make an example out of the foregoing defendants.

11 127. The acts of oppression, fraud, and/or malice were engaged in by employees and/or
12 agents of Defendants. Defendants had advance knowledge of the unfitness of each employee and/or
13 agent who acted with oppression, fraud, and/or malice, and/or authorized or ratified the wrongful
14 conduct for which an award of punitive damages is sought, and/or was personally guilty of oppression,
15 fraud, and/or malice.

17 128. The advance knowledge and conscious disregard, authorization, ratification, or act of
18 oppression, fraud, and/or malice was committed by or on part of Barker and Hubert, an officer,
19 director, or managing agent of Defendant, thereby entitling Plaintiff to punitive and exemplary
20 damages against Defendant in accordance with California Civil Code section 3294 in a sum
21 appropriate to punish and make an example of each defendant.

22 129. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
23 Court.

25 130. The aforementioned acts of Defendants, and each of them, were willful, malicious,
26 intentional, oppressive and despicable and were done in willful and conscious disregard of the rights,

welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages, against all of the Defendants, in an amount to be determined at time of trial and/or arbitration.

XIII.

NINTH CAUSE OF ACTION

(Wrongful Termination in Violation of Public Policy)

**(On behalf of Plaintiff against DEFENDANTS STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY and DOES 1-
25 INCLUSIVE)**

131. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as if fully set forth herein.

132. Defendant terminated Plaintiff's employment on or about June 24, 2021 in violation of important and well-established public policies, as set forth in various state statutes and Constitutional provisions including, but not limited to, FEHA and Const. Art. I section 8 and Cal. Civil Code sections 51 et seq. and 52 et seq.

133. Plaintiff is informed and believes, and thereon alleges that Plaintiff's termination was unlawful and in violation of the FEHA. Said law prohibits discrimination against, and/or denial of privileges, accommodations, or services based on their race, age, disability or medical condition.

134. The discriminatory actions taken by Defendant as described in the preceding paragraphs and allegations were violations of the FEHA Defendant denied and/or aided in the denial of full and equal rights, privileges, accommodations, advantages, facilities and/or services to Plaintiff because of his disabilities, age and/or medical condition(s).

135. A substantial motivating reason for Defendant's conduct was Defendant's knowledge and/or perception of Plaintiff's physical disabilities, age and/or medical condition(s).

136. As described in the above-mentioned allegations, Defendant discriminated against Plaintiff because of his disabilities, age and/or medical condition(s).

1 137. Plaintiff is informed and believes, and thereon alleges that Defendant's termination of
2 Plaintiff's employment violates the public policy encouraging employees to assert and protect their
3 statutory and their constitutional rights under the United States and the State of California Constitutions.
4 The public policies violated by defendants are firmly established, fundamental, substantial and affect a
5 duty benefiting the general public.

6 138. As a proximate result of the conduct of Defendant, Plaintiff has suffered and will continue
7 to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according
8 to proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including
9 nightmares, nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain,
10 discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

11 139. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
12 Court.

13 140. The aforementioned acts of Defendant, and each of them, were willful, malicious,
14 intentional, oppressive and despicable and were done in willful and conscious disregard of the rights,
15 welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages,
16 against all of the Defendants, in an amount to be determined at time of trial and/or arbitration.

XIV.

PRAYER FOR RELIEF

20 1. For general damages, including emotional distress damages, according to proof on each
21 cause of action for which such damages are available.

22 2. For special damages, according to proof on each cause of action for which such damages
23 are available according to proof.

24 3. For compensatory damages, including emotional distress damages, according to proof on
25 each cause of action for which such damages are available.

4. For prejudgment interest and post-judgment interest according to law.

1 5. For reasonable attorneys' fees incurred in this action pursuant to FEHA, California Labor
2 Code §§ 1194, 1102.5 and California Code of Civil Procedure § 1021.5.

3 6. For costs of suit incurred in this action.

4 7. For legal fees, costs and expert witness fees pursuant to FEHA.

5 8. For punitive damages, according to proof, on each cause of action for which such
6 damages are available.

7 9. For injunctive relief, according to proof on each cause of action for which such damages
8 are available.

9 10. For declaratory relief, according to proof on each cause of action for which such damages
10 are available.

11 11. For such other and further relief and the Court deems proper and just.

13 Dated: March 1, 2022

LAW OFFICE OF JOSHUA COHEN SLATKIN

15 
16 Joshua Cohen Slatkin
17 Attorney for Plaintiff,
Ricky Montes

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all causes of action alleged herein in the Complaint for Damages and Restitution.

Dated: March 1, 2022

By Joshua Cohen Slatkin

Joshua Cohen Slatkin
Attorney for Plaintiff, Ricky Montes

EXHIBIT 1



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
 (800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

February 23, 2022

Ricky Montes
 11620 Wilshire Blvd, Suite 900
 Los Angeles, CA 90025

RE: Notice of Case Closure and Right to Sue

DFEH Matter Number: 202202-16217923

Right to Sue: Montes / State Farm Mutual Automobile Insurance Company et al.

Dear Ricky Montes:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective February 23, 2022 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfdh.ca.gov

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

SUM-100

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY; NICOLE BARKER; and DOES 1 through 25, inclusive.

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

RICKY MONTES, an individual

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.
AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Stanley Mosk Courthouse
111 N. Hill Street, Los Angeles, CA 90012

CASE NUMBER: (Número del Caso):

22STCV07354

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Joshua Cohen Slatkin, 11620 Wilshire Blvd., Suite 900, Los Angeles, CA, (310) 627-2699

Sherri R. Carter Executive Officer / Clerk of Court

DATE: March 1, 2022 03/01/2022

Clerk, by
(Secretario)

R. Clifton

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

1 JOSHUA COHEN SLATKIN (SBN 285090)
2 RUBEN O. CONTRERAS (SBN 338464)
3 **LAW OFFICE OF JOSHUA COHEN SLATKIN**
4 11620 Wilshire Blvd., Suite 900
5 Los Angeles, California 90025
Telephone: 310-627-2699
Facsimile: 310-943-2757
Josh@calegalhelp.com
Ruben@calegalhelp.com

6 Attorneys for Plaintiff,
7 Ricky Montes

FILED
Superior Court of California
County of Los Angeles

03/04/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: J. Lara Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10 RICKY MONTES, an individual,

11 Plaintiff,

12 vs.

13 STATE FARM MUTUAL AUTOMOBILE
14 INSURANCE COMPANY; STATE FARM
GENERAL INSURANCE COMPANY;
15 NICOLE BARKER; and DOES 1 through 25,
inclusive,

16 Defendants.

Case No. 22STCV07354

**FIRST AMENDED COMPLAINT FOR
DAMAGES, RESTITUTION, INJUNCTIVE
RELIEF AND PENALTIES**

1. **DISCRIMINATION BASED UPON
PHYSICAL DISABILITY IN
VIOLATION OF FEHA –
GOVERNMENT CODE SECTIONS
12940, *et. seq.***
2. **VIOLATION OF THE CALIFORNIA
FAMILY RIGHTS ACT –
GOVERNMENT CODE SECTIONS
12945.2, *et. seq.*;**
3. **HARASSMENT BASED UPON
PHYSICAL DISABILITY IN
VIOLATION OF FEHA –
GOVERNMENT CODE SECTIONS
12940, *et. seq.***
4. **FAILURE TO ACCOMMODATE
PHYSICAL DISABILITY IN
VIOLATION OF FEHA –
GOVERNMENT CODE SECTIONS
12940, *et. seq.***
5. **FAILURE TO ENGAGE IN THE
INTERACTIVE PROCESS IN
VIOLATION OF FEHA –
GOVERNMENT CODE SECTIONS
12940, *et. seq.***

Electronically Received 03/04/2022 12:30 PM

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- 6. **FAILURE TO PREVENT
DISCRIMINATION AND
HARASSMENT IN VIOLATION OF
FEHA – GOVERNMENT CODE
SECTIONS 12940, *et. seq.***
- 7. **RETALIATION IN VIOLATION OF
FEHA – GOVERNMENT CODE
SECTIONS 12940, *et. seq.***
- 8. **RETALIATION IN VIOLATION OF
CALIFORNIA LABOR CODE §1102.5**
- 9. **WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY**

[DEMAND FOR JURY TRIAL]

1 Plaintiff Ricky Montes (hereinafter "Plaintiff") hereby alleges the following on knowledge as to
2 himself and his respective known acts, and on information and belief as to all other matters:

3 **I.**

4 **PARTIES**

5 1. At all times mentioned herein, Plaintiff was an individual employed by State Farm Mutual
6 Automobile Insurance Company and State Farm General Insurance Company; (hereinafter collectively
7 referred to as "Defendant"). Plaintiff performed work for the Defendant. The unlawful conduct alleged
8 herein occurred in and around Los Angeles County.

9 2. At all times mentioned herein, Defendant was a corporation conducting business
10 throughout California, with its principal place of business in southern California.

11 3. At nearly all times mentioned herein, Defendant Nicole Barker (hereinafter referred to as
12 "Barker") was Plaintiff's direct supervisor and a resident of and/or performed work within Los Angeles
13 County.

14 4. At all times mentioned herein, Defendant was an employer of Plaintiff as such term is
15 defined by California Government Code section 12926(d), that each regularly employed five (5) or more
16 persons.

17 5. At all times mentioned herein, each of the defendants named in the caption and each DOE
18 defendant was an agent, employee and/or partner of the remaining defendants, including the DOE
19 defendants, and, in doing these things herein alleged, was acting within the scope of such agency,
20 employment and/or partnership with the permission, authority and/or consent of his or her co-defendants.

21 6. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES
22 1 through 100, inclusive, and therefore sue these defendants by such fictitious names. Plaintiff will
23 amend this complaint to allege the true names and capacities of said defendants when the same has been
24 ascertained. Each of the fictitiously named defendants are individually and/or jointly liable in some
25 manner for the acts complained of herein. Unless otherwise stated, all references to named defendants
26 shall include DOE defendants as well and Plaintiff will amend this complaint to show their true names
27 and capacities after they are ascertained.

7. Plaintiff is informed and believes that each Defendant conspired with, aided and abetted, ratified the conduct of, knowingly acquiesced in, acted with the consent and permission of, acted as an agent of, acted within the course and scope of employment for, and accepted the benefits of each other Defendant with respect to the matters alleged herein.

8. Plaintiff is informed and believes that, except as otherwise alleged herein, each Defendant is, and at all times relevant to this Complaint are, the agent, joint employer, partner, constitute an integrated enterprise, joint venturer, alter ego, affiliate, and/or co-conspirator with or of each of the other Defendants and/or otherwise acted on the behalf of each other Defendant and/or are otherwise legally responsible for the actions of each other Defendant.

II.

JURISDICTION AND VENUE

9. Jurisdiction and venue are proper in this Court because all of the claims alleged herein arose in Los Angeles County and all of the defendants were and/or are residents of Los Angeles County or are doing or did business in Los Angeles County, at all times relevant herein.

10. The amount in controversy in this matter exceeds the sum of \$25,000.00, exclusive of interest and costs.

III.

FACTUAL ALLEGATIONS

11. Plaintiff worked for Defendant as an automobile field appraiser/auto damage estimator from 2006 until he was terminated on June 24, 2021.

12. On or about late December 2019/early January 2020, Plaintiff joined Barker's estimatics team where he conducted auto damage estimates and vehicle appraisals by visually and physically inspecting property damage claims on behalf of Defendant in and around Los Angeles and Los Angeles County.

13. On March 3, 2020, Plaintiff suffered severe back pain which limited major life activities which include, without limitation lifting, sitting, bending, kneeling, crawling and carrying.

1 14. Plaintiff was required to drive in a van for extended periods of time in order to perform
2 in-person vehicle inspections for property damage estimates.

3 15. Plaintiff was unable to drive in a vehicle for extended periods of time and/or perform in-
4 person vehicle estimates due to his medical condition which limited major life activities.

5 16. Therefore, that same day, on March 3, 2020, Plaintiff requests time off due to his medical
6 condition (i.e. his back pain) so he can obtain medical treatment for his physical condition and resulting
7 limitations.

8 17. Plaintiff's request for time off on March 3, 2020 due to his medical condition was denied
9 by Barker.

10 18. On March 3, 2020, Barker provided Plaintiff with particular performance deficiencies.

11 19. Plaintiff's back injury and physical condition on short notice prevented him from
12 performing his job duties as an auto field appraiser.

13 20. Barker was Plaintiff's supervisor.

14 21. On March 4, 2020, Plaintiff files for short term disability with a scheduled return to work
15 date of April 13, 2020 and went on a medical leave of absence around this time.

16 22. Barker did nothing to facilitate Plaintiff's medical condition and/or medical leave of
17 absence and Barker denied his medical leave.

18 23. Plaintiff was required to have another supervisor provide his requested time off.

19 24. On March 4, 2020, Plaintiff went to the emergency room due to his chronic back pain
20 where he was diagnosed with sciatica and a pinched nerve in his back.

21 25. Plaintiff had chronic back pain which progressively got worse since approximately 2010.

22 26. On April 1, 2020, a federal medical leave act/California family rights act claim was
23 opened for Plaintiff and approved from March 4, 2020 through April 21, 2020.

24 27. Around this April 2020 time frame, due to the COVID-19 pandemic, vehicle inspections
25 and appraisals were being performed virtually and without the need for auto field appraisers like Plaintiff
26 to be out in the field and commuting for extended periods of time to physically take pictures of damaged
27 vehicles and provide in-person estimates.

1 28. It is believed that as of the date of filing the instant complaint, the vast majority of vehicle
2 estimates are still being performed virtually and/or that virtual teams are being used and without the need
3 for vehicle appraisers like Plaintiff to physically inspect vehicles to perform damage estimates.

4 29. On or about April 2020, Plaintiff files a workers' compensation claim for his back
5 injuries, related body parts and other ailments.

6 30. When Plaintiff was off work due to his medical leave arising from his physical condition,
7 Barker continually contacted Plaintiff by phone and with an aggressive tone and demeanor, requests that
8 he complete the incident/accident report form for his workers' compensation claim.

9 31. Plaintiff responded to Barker that his workers' compensation attorney would be handling
10 the required workers' compensation paperwork.

11 32. In or around May/June 2020, Defendant released a realignment chart for the
12 estimatics/auto field appraiser's due to the COVID-19 pandemic.

13 33. Around this time, Plaintiff is on Kurt Lumpkin's team due to the realignment and no
14 longer on Barker's team.

15 34. Plaintiff was not provided reasonable workplace accommodations by Barker or anyone
16 else working with Defendant to perform the essential job functions of his job.

17 35. One of those accommodations could have been to work and perform vehicle estimates
18 virtually.

19 36. Plaintiff could have performed his essential job functions as an auto field appraiser
20 virtually or with other reasonable workplace accommodations such as light duty work, or a smaller
21 territory to commute, had he been given the opportunity in the 2020-2021 timeframe.

22 37. Barker did not provide Plaintiff with the opportunity to perform his field appraiser job
23 duties virtually or with other reasonable workplace accommodations.

24 38. However, Plaintiff was at some point transferred back to Barker's team prior to his
25 termination and Barker continued to harass Plaintiff based on his medical condition, work restrictions
26 and need for reasonable workplace accommodations in the 2020 timeframe up through the time of his
27 termination.

1 39. Defendant and Barker believed that Plaintiff was malingering and faking his injury,
2 physical condition and need for workplace accommodations due to Barker's disciplinary action in March
3 2020.

4 40. On or about January 20, 2021 and January 22, 2021, Defendant's human resources
5 investigator contacted Plaintiff to address various allegations of discrimination and conflicts of interest
6 relating, in part, to Barker.

7 41. Plaintiff was identified as a witness relating to Barker's alleged conflicts of interest and
8 discrimination.

9 42. Plaintiff informed the HR investigator around this time that he would be filing a complaint
10 against Barker for her denial of his request for time off due to his medical condition and Barker's
11 harassment of him due to his medical condition and requested workplace accommodations.

12 43. On or about May 17, 2021, Barker sent Plaintiff a letter to review his current medical
13 leave of absence and indicated that he must return to work by May 19, 2021 otherwise he would be
14 subject to disciplinary action up to and including termination of his employment with the Defendant.

15 44. Plaintiff was not medically cleared to return to work with the Defendant in the May 2021
16 timeframe by the workers' compensation doctors and/or treating medical providers.

17 45. Plaintiff advised Barker that he intends to return to work with Defendant but is not certain
18 when he can return because he has not been medically cleared to return to work at that time.

19 46. Barker requested that Plaintiff provide her with a return-to-work date on or before June
20 4, 2021.

21 47. Plaintiff was willing and able to work with and/or without reasonable workplace
22 accommodations in this timeframe.

23 48. On June 4, 2021, Plaintiff informs Barker that he does not have a return-to-work date yet
24 as he will not have a medical evaluation with his work restrictions until later in the month on June 23,
25 2021 and has not been medically cleared to return to work with a specific return to work date as of June
26 4, 2021.
27
28

1 49. On June 10, 2021, Barker emails Plaintiff that since April 22, 2020, Plaintiff has been on
2 an unsupported medical leave which far exceeded the typical 26 weeks available for an approved short
3 term disability claim.

4 50. Barker did not attempt to provide a reasonable work place accommodation of a continued
5 medical leave of absence beyond June 2021 which Defendant could have done without imposing any
6 undue hardship on Defendant.

7 51. Defendant's failure to provide a continued medical leave of absence as a form of
8 reasonable workplace accommodation is further evidence of Barker's harassment toward Plaintiff.

9 52. Barker indicated to Plaintiff around this June 10, 2021 timeframe that his medical leave
10 of absence was unreasonable and cannot be supported.

11 53. Plaintiff informed Barker that his work restrictions and medical leave of absence was
12 under review with his workers' compensation case and that he would provide a return-to-work date as
13 soon as he had one.

14 54. On June 16, 2021, Barker emailed her supervisor, John Hubert ("Hubert") indicating that
15 Plaintiff should be terminated for his job requirements not being "met" due to him being on a medical
16 leave of absence due to his work restrictions, medical condition and need for reasonable workplace
17 accommodations.

18 55. Barker recommended termination from Hubert which Hubert approved.

19 56. On June 23, 2021, the agreed medical evaluator ("AME") from the workers'
20 compensation system, Peter Newton, evaluated Plaintiff and diagnosed Plaintiff with chronic low back
21 pain with a 4mm disc protrusion and 4mm spondylolisthesis at L5-S1 and indicated that he reached
22 maximum medical improvement with a whole person impairment of 13% and had work restrictions of
23 limited forward bending and twisting to 1-2 hours per day.

24 57. This AME report was signed on or about July 8, 2021.

25 58. Plaintiff was involuntarily terminated on June 24, 2021.

26 59. Defendant's failure to accommodate Plaintiff's work restrictions and his termination were
27 due to his medical conditions/disabilities, harassment toward him by Barker and need for workplace
28

1 accommodations which reflects a policy, pattern and practice by Defendant to terminate older employees
2 and/or those with medical conditions/disabilities including those who need workplace accommodations
3 for said medical conditions/disabilities.

4 60. Defendant's actions toward Plaintiff reflect a continuous course of discriminatory
5 conduct toward him and other Defendant's employees.

6 61. The reason given for Plaintiff's termination was a pretext for the discriminatory motives
7 of terminating Plaintiff for his work restrictions, workplace accommodations and medical condition.

8 62. Substantial motivating reasons for Plaintiff's termination were due to his medical
9 conditions, harassment by Barker and resulting disabilities and request for medical leave and reasonable
10 workplace accommodations for his medical conditions/disabilities.

11 63. Barker engaged in harassment toward Plaintiff due to his medical condition and requests
12 for reasonable workplace accommodations.

13 64. Barker, as a result of and motivated by Plaintiff's physical injury/disability and requests
14 for workplace accommodations after March 3, 2020, created a hostile workplace environment which
15 affected the social interactions between Barker and Plaintiff as Barker engaged in the following types of
16 conduct toward Montes:

- 17 a. Barker made demeaning comments toward Plaintiff;
- 18 b. Barker engaged in disparate treatment toward Plaintiff;
- 19 c. Barker threatened Plaintiff with termination on several occasions;
- 20 d. Barker belittled Plaintiff in the presence of other staff members;
- 21 e. Barker unjustifiably reprimanded and instituted disciplinary action toward Plaintiff;
- 22 f. Barker's behavior toward Plaintiff occurred on a consistent basis and therefore created a
23 hostile work environment;
- 24 g. Barker would raise her voice at Plaintiff in an attempt to intimidate him, after he made
25 requested reasonable workplace accommodations in March 2020 due to his physical
26 disability/medical condition;

- h. The social environment in the workplace became intolerable because of the verbal harassment which communicated an offensive message to Plaintiff;
- i. There was a change in the working conditions initiated by Barker with the purpose of harassing Plaintiff due to his disability and need for workplace accommodations;
- j. Barker refused to accommodate Plaintiff to enable him to perform his essential job duties virtually or with other reasonable workplace accommodations, such as light duty, working virtually and extending his medical leave, which Defendant could have accommodated without imposing an undue hardship;
- k. Barker was attempting to force Plaintiff to provide her with a return-to-work date before he was evaluated through an AME and before he was medically cleared by any doctors which Plaintiff conveyed to Barker;
- l. Barker refused to accommodate Plaintiff by terminating him while he was on a medical leave and by not extending his medical leave;
- m. Barker further harassed Plaintiff by when he was transferred back to Barker's team from Kurt Lumpkin's team and then subsequently terminated.

65. Barker's conduct toward Plaintiff was outside the scope of necessary job performance and presumably engaged in for personal gratification, because of meanness or bigotry or for other personal motives.

IV.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

66. Prior to the initiation of this lawsuit, Plaintiff filed both a complaint and an amended complaint against each named defendant with the California Department of Fair Employment and Housing (“DFEH”) pursuant to section 12900, *et seq.*, of the California Government Code, alleging the claims described in this complaint. On February 23, 2022, the DFEH issued a “right to sue” letter and an amended right to sue letter. A true and correct copies of Plaintiff’s DFEH complaint, amended DFEH compliant, and “right to sue” letters are attached hereto as **Exhibit 1**. All conditions precedent to the

1 institution of this lawsuit have been fulfilled. This action is filed within one year of the date that the
2 DFEH issued its right to sue letter.

3 V.

4 **FIRST CAUSE OF ACTION**

5 **(Discrimination Based Upon Physical Disability in Violation of FEHA)**

6 **(On behalf of Plaintiff against DEFENDANTS STATE FARM MUTUAL AUTOMOBILE
7 INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY and DOES
8 1-25 INCLUSIVE)**

9 67. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as
10 if fully set forth herein.

11 68. Defendant discriminated against Plaintiff on the basis of his physical disabilities in
12 violation of FEHA through numerous illegal acts, including, without limitation, those set forth in the
13 preceding paragraphs.

14 69. As a proximate result of the conduct of Defendant, Plaintiff suffered and continues to
15 suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to
16 proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including
17 nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue,
18 and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

19 70. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
20 prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and will continue
21 to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will
22 continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and
23 costs.

24 71. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
25 Court.

26 72. The aforementioned acts of Defendant, and each of them, were willful, malicious,
27 intentional, oppressive and despicable and were done in willful and conscious disregard of the rights,

1 welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages,
2 against all of the Defendants, in an amount to be determined at time of trial and/or arbitration.

3 VI.

4 **SECOND CAUSE OF ACTION**

5 **(Violation of The California Family Rights Act - Government Code Sections 12945.2, et.**

6 **seq.)**

7 **(On behalf of Plaintiff against DEFENDANTS STATE FARM MUTUAL AUTOMOBILE
8 INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY and DOES
9 1-25 INCLUSIVE)**

10 73. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as
11 though fully set forth herein.

12 74. At all times herein mentioned, FEHA, Government Code §§12900-12996, was in full
13 force and effect and was binding on Defendant. This included Government Code §12945.2 et. seq. which
14 is commonly referred to as the California Family Rights Act (“CFRA”). CFRA requires that Defendant
15 refrain from discriminating or retaliating against any employee on the basis of that employee’s need to
16 take leave to tend to his or her own serious medical condition or having taken such leave (see
17 Government Code §§12945.2 (a) and (l)).

18 75. Plaintiff suffered from, without limitation, sciatica along with a 4mm disc protrusion and
19 4mm spondylolisthesis at L5-S1, which Defendant was made aware of by Plaintiff and/or his treating
20 physician.

21 76. Plaintiff took leave time to tend to such serious medical conditions and required
22 accommodations.

23 77. The leave and need for accommodations that Plaintiff took to tend to his serious medical
24 conditions was a substantial motivating factor in Defendant's decision to terminate him.

25 78. As a proximate result of the conduct of Defendant, Plaintiff has suffered and will continue
26 to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according
27 to proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including

1 nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue,
2 and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

3 79. CFRA provides for an award of reasonable attorneys' fees and costs incurred by a
4 prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and will continue
5 to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will
6 continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and
7 costs.

8 80. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
9 Court.

10 81. The aforementioned acts of Defendant, and each of them, were willful, malicious,
11 intentional, oppressive and despicable and were done in willful and conscious disregard of the rights,
12 welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages,
13 against all of the Defendants, in an amount to be determined at time of trial and/or arbitration.

VII.

THIRD CAUSE OF ACTION

(Harassment Based upon Physical Disability in Violation of FEHA – Government Code Sections

12940, et. seq. on behalf of Plaintiff against Defendant Nicole Barker and DEFENDANTS

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY; STATE FARM

GENERAL INSURANCE COMPANY and Does 1-25 inclusive)

24 84. During the course of Plaintiff's employment with Defendant, Defendant engaged in a
25 pattern of continuous and pervasive harassment of Plaintiff based on his physical disability, which acts
26 included, but were not limited to, those alleged in the preceding paragraphs.

1 85. At all times relevant to this Complaint, Barker was a “supervisor” within the meaning of
 2 California Government Code section 12926(r) because she had the authority, in the interest of Defendant,
 3 “to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other
 4 employees, or the responsibility to direct them, or to adjust their grievances, or to effectively recommend
 5 that action,” and in connection with the foregoing was required to use independent judgment. Because
 6 Barker was a supervisor as defined by FEHA, Defendant is strictly liable for her acts of harassment.

7 86. As a proximate result of the conduct of Defendants, Plaintiff suffered and continues to
 8 suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to
 9 proof. Plaintiff also suffered and continues to suffer physical and emotional injuries, including
 10 nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue,
 11 and anxiety. The amount of Plaintiff’s damages will be ascertained at trial.

12 87. In committing the foregoing acts, Defendant has been guilty of oppression, fraud, and/or
 13 malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive damages in a sum
 14 appropriate to punish and make an example out of the foregoing defendants.

15 88. The acts of oppression, fraud, and/or malice were engaged in by employees and/or agents
 16 of the Defendant. Defendant had advance knowledge of the unfitness of each employee and/or agent
 17 who acted with oppression, fraud, and/or malice, and/or authorized or ratified the wrongful conduct for
 18 which an award of punitive damages is sought, and/or was personally guilty of oppression, fraud, and/or
 19 malice. The advance knowledge and conscious disregard, authorization, ratification, or act of
 20 oppression, fraud, and/or malice was committed by or on part of Barker and/or Hubert, an officer,
 21 director, or managing agent of Defendant, thereby entitling Plaintiff to punitive and exemplary damages
 22 against the Defendants in accordance with California Civil Code section 3294 in a sum appropriate to
 23 punish and make an example of each defendant.

24 89. FEHA provides for an award of reasonable attorneys’ fees and costs incurred by a
 25 prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and continues to
 26 employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will continue
 27 to incur attorneys’ fees and costs herein. Plaintiff is entitled to an award of attorneys’ fees and costs.

90. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this Court.

91. The aforementioned acts of Defendants, and each of them, were willful, malicious, intentional, oppressive and despicable and were done in willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages, against all of the Defendants, in an amount to be determined at time of trial and/or arbitration.

XIII.

FOURTH CAUSE OF ACTION

(Failure to Accommodate Physical Disability in Violation of FEHA - Government Code Section 12940, et. seq.)

**(On behalf of Plaintiff against DEFENDANTS STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY and
DOES 1-25 INCLUSIVE)**

92. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as if fully set forth herein.

93. At times relevant to this lawsuit, Plaintiff was an employee of Defendant with certain disabilities, including, without limitation, those related to his sciatica along with a 4mm disc protrusion and 4mm spondylolisthesis at L5-S1., which are disabilities that are protected under FEHA.

94. California Government Code section 12940(m) makes it unlawful “[f]or an employer or other entity...to fail to make reasonable accommodation for the known physical or mental disability of an applicant or employee.”

95. As set forth in the preceding paragraphs, Plaintiff sought reasonable accommodations, including, without limitation, request for a medical leave and accommodations to tend to his sciatica along with a 4mm disc protrusion and 4mm spondylolisthesis at L5-S1, but rather than accommodating him, Defendant terminated him based, in part, on his disabilities.

96. As a proximate result of the conduct of Defendant, Plaintiff has suffered and will continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according

1 to proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including
2 nightmares, nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain,
3 discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

4 97. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
5 prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and will continue
6 to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will
7 continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and
8 costs.

9 98. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
10 Court.

11 99. The aforementioned acts of Defendants, and each of them, were willful, malicious,
12 intentional, oppressive and despicable and were done in willful and conscious disregard of the rights,
13 welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages,
14 against all of the Defendants, in an amount to be determined at time of trial and/or arbitration.

15 **IX.**

16 **FIFTH CAUSE OF ACTION**

17 **(Failure to Engage in the Interactive Process in Violation of FEHA - Government Code Section
18 12940, et. seq.)**

19 **(On behalf of Plaintiff against DEFENDANTS STATE FARM MUTUAL AUTOMOBILE
20 INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY and
21 DOES 1-25 INCLUSIVE)**

22 100. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as
23 if fully set forth herein.

24 101. California Government Code section 12940(n) makes it unlawful "[f]or an employer or
25 other entity covered by this part to fail to engage in a timely, good faith interactive process with the
26 employee or applicant to determine effective reasonable accommodations, if any, in response to a request

1 for reasonable accommodation by an employee or applicant with a known physical or mental disability
2 or known medical condition.”

3 102. California Government Code section 12926.1(e) states “The Legislature affirms the
4 importance of the interactive practice between the applicant or employee and the employer in
5 determining a reasonable accommodation, as the requirement has been articulated by the Equal
6 Employment Opportunity Commission in its interpretive guidance of the Americans with Disabilities
7 Act.”

8 103. As set forth in the preceding paragraphs, Plaintiff repeatedly informed Defendant of his
9 disabilities and requested accommodations, but instead of engaging in a timely good faith process with
10 him to determine effective reasonable accommodations as required by California Government Code
11 sections 12940(n) and 12926.1(e), Defendant terminated him based, in part, on his disabilities. Had
12 Defendant engaged in a timely good faith interactive process, there were available reasonable
13 accommodations which would have accommodated Plaintiff’s disabilities and allowed him to continue
14 to work with Defendant.

15 104. As a proximate result of the conduct of Defendant, Plaintiff has suffered and will continue
16 to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according
17 to proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including
18 nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue,
19 and anxiety. The amount of Plaintiff’s damages will be ascertained at trial.

20 105. FEHA provides for an award of reasonable attorneys’ fees and costs incurred by a
21 prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and will continue to
22 employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will continue
23 to incur attorneys’ fees and costs herein. Plaintiff is entitled to an award of attorneys’ fees and costs.

24 106. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
25 Court.

26 107. The aforementioned acts of Defendant, and each of them, were willful, malicious,
27 intentional, oppressive and despicable and were done in willful and conscious disregard of the rights,

1 welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages,
2 against all of the Defendant, in an amount to be determined at time of trial and/or arbitration.

3 **X.**

4 **SIXTH CAUSE OF ACTION**

5 **(Failure to Prevent Discrimination and Harassment in Violation of FEHA - Government Code**

6 **Section 12940, et. seq.)**

7 **(On behalf of Plaintiff against DEFENDANTS STATE FARM MUTUAL AUTOMOBILE
8 INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY and
9 DOES 1-25 INCLUSIVE)**

10 108. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as
11 if fully set forth herein.

12 109. California Government Code section 12940(k) makes it an unlawful employment practice
13 for an employer to “fail to take all reasonable steps to prevent discrimination and harassment from
14 occurring.” Defendant violated this provision by failing to prevent discrimination and harassment
15 against Plaintiff, including the discrimination and harassment described in the preceding paragraphs.

16 110. As a proximate result of the conduct of Defendant, Plaintiff has suffered and will continue
17 to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according
18 to proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including
19 nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue,
20 and anxiety. The amount of Plaintiff’s damages will be ascertained at trial.

21 111. FEHA provides for an award of reasonable attorneys’ fees and costs incurred by a
22 prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and will continue
23 to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will
24 continue to incur attorneys’ fees and costs herein. Plaintiff is entitled to an award of attorneys’ fees and
25 costs.

26 112. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
27 Court.

1 113. The aforementioned acts of Defendant, and each of them, were willful, malicious,
2 intentional, oppressive and despicable and were done in willful and conscious disregard of the rights,
3 welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages,
4 against all of the Defendants, in an amount to be determined at time of trial and/or arbitration.

XI.

SEVENTH CAUSE OF ACTION

(Retaliation in Violation of FEHA - Government Code Section 12940, et. seq.)

**(On behalf of Plaintiff against DEFENDANTS STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY and
DOES 1-25 INCLUSIVE)**

11 114. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as
12 if fully set forth herein.

13 115. Defendant retaliated against Plaintiff for seeking accommodations for his disabilities, in
14 violation of FEHA through numerous illegal acts, including, without limitation, those set forth in the
15 preceding paragraphs of this Complaint.

16 116. As a proximate result of the conduct of Defendant, Plaintiff has suffered and will continue
17 to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according
18 to proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including
19 nightmares, nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain,
20 discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

21 117. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
22 prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and will continue
23 to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will
24 continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and
25 costs.

26 118. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
27 Court.

1 119. The aforementioned acts of Defendant, and each of them, were willful, malicious,
2 intentional, oppressive and despicable and were done in willful and conscious disregard of the rights,
3 welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages,
4 against all of the Defendants, in an amount to be determined at time of trial and/or arbitration.

XII.

EIGHTH CAUSE OF ACTION

(RETALIATION IN VIOLATION OF CALIFORNIA LABOR CODE §1102.5)

**(On behalf of Plaintiff against DEFENDANTS STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY and DOES 1-
25 INCLUSIVE)**

11 120. Plaintiff incorporates by reference the allegations in all preceding paragraphs of this
12 Complaint as though fully set forth herein.

13 121. At all times herein relevant, Plaintiff was employed by Defendant, and/or DOES 1 -100,
14 and each of them.

15 122. At all times during Plaintiff's tenure with Defendants, and each of them, Plaintiff was
16 protected by California state law from retaliation based on, or motivated by, his opposition to practices
17 in violation of the California Labor Code.

18 123. California Labor Code § 1102.5(b) expressly prohibits employers from taking retaliatory
19 actions against an employee who discloses information to a government agency, and states that “An
20 employer may not retaliate against an employee for disclosing information to a government or law
21 enforcement agency, where the employee has reasonable cause to believe that the information discloses
22 a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or
23 regulation.” California Labor Code § 1102.5 et seq. was expanded by Governor Gerry Brown such that
24 a Plaintiff need only allege complaints internally and not necessarily to an outside government agency
25 to enjoy the protections of the California Labor Code § 1102.5 et. Seq. preventing retaliation.

1 124. Here, Plaintiff engaged in activity protected by section 1102.5, including, without
2 limitation, indicating to Defendant's human resources representative that he will be filing a complaint
3 against Barker prior to his termination.

4 125. As a proximate result of the conduct of Defendants, Plaintiff has suffered and will
5 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss
6 according to proof. Plaintiff has also suffered and will continue to suffer physical and emotional
7 injuries, including nightmares, nervousness, humiliation, depression, anguish, embarrassment, fright,
8 shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at
9 trial.

11 126. In committing the foregoing acts, Defendants have been guilty of oppression, fraud,
12 and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive damages
13 in a sum appropriate to punish and make an example out of the foregoing defendants.

14 127. The acts of oppression, fraud, and/or malice were engaged in by employees and/or
15 agents of Defendants. Defendants had advance knowledge of the unfitness of each employee and/or
16 agent who acted with oppression, fraud, and/or malice, and/or authorized or ratified the wrongful
17 conduct for which an award of punitive damages is sought, and/or was personally guilty of oppression,
18 fraud, and/or malice.

20 128. The advance knowledge and conscious disregard, authorization, ratification, or act of
21 oppression, fraud, and/or malice was committed by or on part of Barker and Hubert, an officer,
22 director, or managing agent of Defendant, thereby entitling Plaintiff to punitive and exemplary
23 damages against Defendant in accordance with California Civil Code section 3294 in a sum
24 appropriate to punish and make an example of each defendant.

26 129. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
27 Court.

130. The aforementioned acts of Defendants, and each of them, were willful, malicious, intentional, oppressive and despicable and were done in willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages, against all of the Defendants, in an amount to be determined at time of trial and/or arbitration.

XIII

NINTH CAUSE OF ACTION

(Wrongful Termination in Violation of Public Policy)

**(On behalf of Plaintiff against DEFENDANTS STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY; STATE FARM GENERAL INSURANCE COMPANY and DOES 1-
25 INCLUSIVE)**

131. Plaintiff incorporates each of the preceding paragraphs of this Complaint by reference as if fully set forth herein.

132. Defendant terminated Plaintiff's employment on or about June 24, 2021 in violation of important and well-established public policies, as set forth in various state statutes and Constitutional provisions including, but not limited to, FEHA and Const. Art. I section 8 and Cal. Civil Code sections 51 et seq. and 52 et seq.

133. Plaintiff is informed and believes, and thereon alleges that Plaintiff's termination was unlawful and in violation of the FEHA. Said law prohibits discrimination against, and/or denial of privileges, accommodations, or services based on their race, age, disability or medical condition.

134. The discriminatory actions taken by Defendant as described in the preceding paragraphs and allegations were violations of the FEHA Defendant denied and/or aided in the denial of full and equal rights, privileges, accommodations, advantages, facilities and/or services to Plaintiff because of his disabilities, age and/or medical condition(s).

135. A substantial motivating reason for Defendant's conduct was Defendant's knowledge and/or perception of Plaintiff's physical disabilities, age and/or medical condition(s).

136. As described in the above-mentioned allegations, Defendant discriminated against Plaintiff because of his disabilities, age and/or medical condition(s).

137. Plaintiff is informed and believes, and thereon alleges that Defendant's termination of Plaintiff's employment violates the public policy encouraging employees to assert and protect their statutory and their constitutional rights under the United States and the State of California Constitutions. The public policies violated by defendants are firmly established, fundamental, substantial and affect a duty benefiting the general public.

138. As a proximate result of the conduct of Defendant, Plaintiff has suffered and will continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including nightmares, nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

139. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this Court.

140. The aforementioned acts of Defendant, and each of them, were willful, malicious, intentional, oppressive and despicable and were done in willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying the awarding of punitive and exemplary damages, against all of the Defendants, in an amount to be determined at time of trial and/or arbitration.

XIV.

PRAYER FOR RELIEF

1. For general damages, including emotional distress damages, according to proof on each cause of action for which such damages are available.

2. For special damages, according to proof on each cause of action for which such damages are available according to proof.

3. For compensatory damages, including emotional distress damages, according to proof on each cause of action for which such damages are available.

4. For prejudgment interest and post-judgment interest according to law.

5. For reasonable attorneys' fees incurred in this action pursuant to FEHA, California Labor
§ 1194, 1102.5 and California Code of Civil Procedure § 1021.5.

6. For costs of suit incurred in this action.

7. For legal fees, costs and expert witness fees pursuant to FEHA.

8. For punitive damages, according to proof, on each cause of action for which such damages are available.

9. For injunctive relief, according to proof on each cause of action for which such damages are available.

10. For declaratory relief, according to proof on each cause of action for which such damages
are available.

11. For such other and further relief and the Court deems proper and just.

Dated: March 4, 2022

LAW OFFICE OF JOSHUA COHEN SLATKIN

Joshua Cohen Slatkin
Joshua Cohen Slatkin
Attorney for Plaintiff,
Ricky Montes

1
2 **DEMAND FOR JURY TRIAL**
3

4 Plaintiff hereby demands a trial by jury on all causes of action alleged herein in the Complaint
5
6 for Damages and Restitution.
7

8 Dated: March 4, 2022
9

10 By Joshua Cohen Slatkin
11

12 Joshua Cohen Slatkin
13 Attorney for Plaintiff,
14 Ricky Montes
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EXHIBIT 1



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

KEVIN KISH, DIRECTOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

Joshua Cohen Slatkin
11620 Wilshire Blvd., Suite 900
Los Angeles, 90025

RE: **Notice to Complainant's Attorney**

DFEH Matter Number: 202202-16217923

Right to Sue: Montes / State Farm Mutual Automobile Insurance Company et al.

Dear Joshua Cohen Slatkin:

Attached is a copy of your **amended** complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You or your client must serve the complaint.

The amended complaint is deemed to have the same filing date of the original complaint. This is not a new Right to Sue letter. The original Notice of Case Closure and Right to Sue issued in this case remains the only such notice provided by the DFEH. (Cal. Code Regs., tit. 2, § 10022.)

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
5 **(Gov. Code, § 12900 et seq.)**

6 **In the Matter of the Complaint of**

7 Ricky Montes

DFEH No. 202202-16217923

8 Complainant,

9 vs.

10 State Farm Mutual Automobile Insurance Company
11 One State Farm Plaza
12 Bloomington, IL 61710-0001

13 Nicole Barker

14 '

15 State Farm General Insurance Company
16 One State Farm Plaza
17 Bloomington, IL 61710-0001

18 Respondents

19 1. Respondent **State Farm Mutual Automobile Insurance Company** is an **employer** subject
20 to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et
21 seq.).

22 2. Complainant is naming **Nicole Barker** individual as Co-Respondent(s).
23 Complainant is naming **State Farm General Insurance Company** business as Co-
24 Respondent(s).

25 3. Complainant **Ricky Montes**, resides in the City of **Los Angeles**, State of **CA**.

26 4. Complainant alleges that on or about **June 24, 2021**, respondent took the
27 following adverse actions:

28 **Complainant was harassed** because of complainant's disability (physical or mental),
29 medical condition (cancer or genetic characteristic), age (40 and over), family care or
30 medical leave (cfra).

1 Complainant was discriminated against because of complainant's disability (physical or
2 mental), medical condition (cancer or genetic characteristic), age (40 and over), family care
3 or medical leave (cfra) and as a result of the discrimination was terminated, denied hire or
promotion, reprimanded, denied reasonable accommodation for a disability, denied work
opportunities or assignments, denied or forced to transfer, denied family care or medical
leave (cfra).

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation, participated as a witness in a discrimination or harassment complaint, requested or used family care or medical leave (cfra) and as a result was terminated, reprimanded, denied reasonable accommodation for a disability, denied work opportunities or assignments, denied or forced to transfer, denied family care or medical leave (cfra).

Additional Complaint Details: Rick Montes aka Ricky Montes ("Montes" or "Plaintiff") worked for State Farm Insurance Company ("Defendant" or "State Farm") as an automobile field appraiser/auto damage estimator from 2006 until he was terminated on June 24, 2021. On or about late December 2019/early January 2020 Montes joined Nicole Barker's ("Barker") estimatics team where he conducted auto damage estimates and vehicle appraisals by visually and physically inspecting property damage claims on behalf of Defendant.

On March 3, 2020, Montes suffered severe back pain which limited major life activities which include, without limitation lifting, sitting, bending, kneeling, crawling and carrying. Montes was required to drive in a van for extended periods of time in order to perform in-person vehicle inspections for property damage estimates. Montes was unable to drive in a vehicle for extended periods of time and/or perform in-person vehicle estimates due to his medical condition which limited major life activities. Therefore, that same day, on March 3, 2020, Montes requests time off due to his medical condition (i.e. his back pain) so he can obtain medical treatment for his physical condition and resulting limitations. Montes's request for time off on March 3, 2020 due to his medical condition was denied by Barker. On March 3, 2020, Barker provided Montes with particularly performance deficiencies. Therefore, Mr. Montes' back injury and physical condition on short notice prevented him from performing his job duties as an auto field appraiser. Barker was Montes's supervisor.

On March 4, 2020, Montes files for short term disability with a scheduled return to work date of April 13, 2020 and went on a medical leave of absence around this time. Barker did nothing to facilitate Montes' medical condition and/or medical leave of absence and Barker denied his medical leave. Montes was required to have another supervisor provide his requested time off. On March 4, 2020, Montes went to the emergency room due to his chronic back pain where he was diagnosed with sciatica and a pinched nerve in his back. Montes had chronic back pain which progressively got worse since approximately 2010. On April 1, 2020, a federal medical leave act/California family rights act claim was opened for Montes and approved from March 4, 2020 through April 21, 2020. Around this April 2020 time frame, due the COVID-19 pandemic, vehicle inspections and appraisals were being performed virtually and without the need for auto field appraiser's like Montes to be out in the field and commuting for extended periods of time to physically take pictures of damaged

1 vehicles and provide in-person estimates. It is believed that as of the date of filing the instant
 2 complaint, the vast majority of vehicle estimates are still being performed virtually and/or that
 3 Virtual teams are being used and without the need for vehicle appraisers like Montes to
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 5 On or about April 2020, Montes files a workers' compensation claim for his back injuries,
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 10 compensation attorney would be handling the required workers' compensation paperwork.
 11 In or around May/June 2020, Defendant released a realignment chart for the estimatics/auto
 12 field appraiser's due to the COVID-19 pandemic. Around this time, Montes is on Kurt
 13 Lumpkin's team due to the realignment and no longer on Barker's team. Montes was not
 14 provided reasonable workplace accommodations by Barker or anyone else working with
 15 Defendant to perform the essential job functions of his job. One of those accommodations
 16 could have been to work and perform vehicle estimates virtually. Montes could have
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 18 reasonable work place accommodations such as light duty work, or a smaller territory to
 19 commute, had he been given the opportunity in the 2020-2021 timeframe. Barker did not
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 21 other reasonable work place accommodations. However, Montes was at some point
 22 transferred back to Barker's team prior to his termination and Barker continued to harass
 23 Montes based on his medical condition, work restrictions and need for reasonable work
 24 place accommodations in the 2020 timeframe up through the time of his termination.
 25 Defendant and Barker believed that Montes was malingering and faking his injury, physical
 26 condition and need for work place accommodations due to Barker's disciplinary action in
 27 March 2020.
 28 On or about January 20, 2021 and January 22, 2021, Defendant's human resources
 investigator contacted Montes to address various allegations of discrimination and conflicts
 of interest relating, in part, to Barker. Montes was identified as a witness relating to Barker's
 alleged conflicts of interest and discrimination. Montes informed the HR investigator around
 this time that he would be filing a complaint against Barker for her denial of his request for
 time off due to his medical condition and Barker's harassment of him due to his medical
 condition and requested workplace accommodations.
 On or about May 17, 2021, Barker sent Montes a letter to review his current medical leave
 of absence and indicated that he must return to work by May 19, 2021 otherwise he would
 be subject to disciplinary action up to and including termination of his employment with the
 Defendant. Montes was not medically cleared to return to work with the Defendant in the
 May 2021 timeframe by the workers' compensation doctors and/or treating medical
 providers. Montes advised Barker that he intends to return to work with the defendant but is
 not certain when he can return because he has not been medically cleared to return to work
 at that time. Barker requested that Montes provide her with a return-to-work date on or
 before June 4, 2021. Mr. Montes was willing and able to work with and/or without
 reasonable workplace accommodations in this timeframe.
 On June 4, 2021, Montes informs Barker that he does not have a return-to-work date yet as
 he will not have a medical evaluation with his work restrictions until later in the month on

1 June 23, 2021 and has not been medically cleared to return to work with a specific return to
 work date as of June 4, 2021.

2 On June 10, 2021, Barker emails Montes that since April 22, 2020, Montes has been on an
 unsupported medical leave which far exceeded the typical 26 weeks available for an
 approved short term disability claim. Barker did not attempt to provide a reasonable work
 place accommodation of a continued medical leave of absence beyond June 2021 which
 Defendant could have done without imposing any undue hardship on Defendant.
 Defendant's failure to provide a continued medical leave of absence as a form of reasonable
 workplace accommodation is further evidence of Barker's harassment toward Montes.
 Barker indicated to Montes around this June 10, 2021 timeframe that his medical leave of
 absence was unreasonable and cannot be supported. Montes informed Barker that his work
 restrictions and medical leave of absence was under review with his workers' compensation
 case and that he would provide a return-to-work date as soon as he had one.
 On June 16, 2021, Barker emailed her supervisor, John Hubert ("Hubert") indicating that
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 report was signed on or about July 8, 2021.
 Montes was involuntarily terminated on June 24, 2021. Defendant's failure to accommodate
 Montes's work restrictions and his termination were due to his medical
 conditions/disabilities, age, harassment toward him by Barker and need for workplace
 accommodations which reflects a policy, pattern and practice by Defendant to terminate
 older employees and/or those with medical conditions/disabilities including those who need
 workplace accommodations for said medical conditions/disabilities.
 Defendant's actions toward Montes reflect a continuous course of discriminatory conduct
 toward him and other Defendant's employees. The reason given for Montes's termination
 was a pretext for the discriminatory motives of terminating Montes for his work restrictions,
 work place accommodations, medical condition and age. Substantial motivating reasons for
 Montes's termination were due to his medical conditions, harassment by Barker, age and
 resulting disabilities and request for medical leave and reasonable work place
 accommodations for his medical conditions/disabilities.
 Barker engaged in harassment toward Montes due to his medical condition and requests for
 reasonable workplace accommodations. Barker, as a result of and motivated by Montes's
 physical injury/disability and requests for workplace accommodations after March 3, 2020,
 created a hostile workplace environment which affected the social interactions between
 Barker and Montes as Barker engaged in the following types of conduct toward Montes:

- o Barker made demeaning comments toward Montes
- o Barker engaged in disparate treatment toward Montes
- o Barker threatened Montes with termination on several occasions.
- o Barker belittled Montes in the presence of other staff members.

1 o Barker unjustifiably reprimanded and instituted disciplinary action toward Montes
2 o Barker's behavior toward Montes occurred on a consistent basis and therefore
3 created a hostile work environment.
4 o Barker would raise her voice at Montes in an attempt to intimidate him, after he made
5 requested reasonable work place accommodations in March 2020 due to his physical
6 disability/medical condition
7 o The social environment in the workplace became intolerable because of the verbal
8 harassment which communicated an offensive message to Montes
9 o There was a change in the working conditions initiated by Barker with the purpose of
10 harassing Montes due to his disability and need for workplace accommodations.
11 o Barker refused to accommodate Montes to enable him to perform his essential job
12 duties virtually or with other reasonable work place accommodations, such as light duty,
13 working virtually and extending his medical leave, which Defendant could have
14 accommodated without imposing an undue hardship
15 • Barker was attempting to force Montes to provide her with a return to work date
16 before he was evaluated through an AME and before he was medically cleared by any
17 doctors which Montes conveyed to Barker.
18 • Barker refused to accommodate Montes by terminating him while he was on a
19 medical leave and by not extending his medical leave
20 • Barker further harassed Montes by when he was transferred back to Barker's team
21 from Kurt Lumpkin's team and then subsequently terminated.

22 Barker's conduct toward Montes was outside the scope of necessary job performance and
23 presumably engaged in for personal gratification, because of meanness or bigotry or for
24 other personal motives.

1 VERIFICATION

2 I, **Joshua Cohen Slatkin**, am the **Attorney** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On February 23, 2022, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

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Santa Monica, CA

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Complaint – DFEH No. 202202-16217923

Date Filed: February 23, 2022

Date Amended: February 23, 2022



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
 (800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

February 23, 2022

Ricky Montes
 11620 Wilshire Blvd, Suite 900
 Los Angeles, CA 90025

RE: Notice of Case Closure and Right to Sue

DFEH Matter Number: 202202-16217923

Right to Sue: Montes / State Farm Mutual Automobile Insurance Company et al.

Dear Ricky Montes:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective February 23, 2022 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

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To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
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Additional Complaint Details: Rick Montes (“Montes” or “Plaintiff”) worked for State Farm Insurance Company (“Defendant” or “State Farm”) as an automobile field appraiser/auto damage estimator from 2006 until he was terminated on June 24, 2021. On or about late December 2019/early January 2020 Montes joined Nicole Barker’s (“Barker”) estimatics team where he conducted auto damage estimates and vehicle appraisals by visually and physically inspecting property damage claims on behalf of Defendant.

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4 based on information and belief, which I believe to be true.

5 On February 23, 2022, I declare under penalty of perjury under the laws of the State
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Santa Monica, CA

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Complaint – DFEH No. 202202-16217923

Date Filed: February 23, 2022

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Joshua Cohen Slatkin (SBN: 285090); Ruben O. Contreras (SBN: 338464) 11620 Wilshire Blvd., Suite 900 Los Angeles, CA 90025		FOR COURT USE ONLY	
TELEPHONE NO 310-627-2699 ATTORNEY FOR (Name) RICKY MONTES		TELEPHONE NO (Optional) 310-943-2757	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS 111 N. Hill Street MAILING ADDRESS -Same- CITY AND ZIP CODE Los Angeles, CA 90012 BRANCH NAME Stanley Mosk Courthouse			
CASE NAME: Ricky Montes v. State Farm Mutual Automobile Insurance Company, et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded demanded exceeds \$25,000) (Amount demanded is \$25,000)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER 22STCV07354
			JUDGE DEPT.

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input checked="" type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- Large number of separately represented parties
- Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- Substantial amount of documentary evidence
- Large number of witnesses
- Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply). a. monetary b. nonmonetary: declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Nine (9) for wrongful termination and related causes of action

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 1, 2022

Joshua Cohen Slatkin

(TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)
NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
- Asbestos Property Damage
- Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
- Medical Malpractice—Physicians & Surgeons
- Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
- Premises Liability (e.g., slip and fall)
- Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
- Intentional Infliction of Emotional Distress
- Negligent Infliction of Emotional Distress
- Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
- Legal Malpractice
- Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

CASE TYPES AND EXAMPLES

Contract

- Breach of Contract/Warranty (06)
- Breach of Rental/Lease
- Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
- Auto Subrogation
- Other Coverage
- Other Contract (37)
- Contractual Fraud
- Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
- Writ of Possession of Real Property
- Mortgage Foreclosure
- Quiet Title
- Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item: otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re Arbitration Award (11)
- Writ of Mandate (02)
- Writ—Administrative Mandamus
- Writ—Mandamus on Limited Court Case Matter
- Writ—Other Limited Court Case Review
- Other Judicial Review (39)
- Review of Health Officer Order
- Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
- Abstract of Judgment (Out of County)
- Confession of Judgment (*non-domestic relations*)
- Sister State Judgment
- Administrative Agency Award (*not unpaid taxes*)
- Petition/Certification of Entry of Judgment on Unpaid Taxes
- Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
- Declaratory Relief Only
- Injunctive Relief Only (*non-harassment*)
- Mechanics Lien
- Other Commercial Complaint Case (*non-tort/non-complex*)
- Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
- Civil Harassment
- Workplace Violence
- Elder/Dependent Adult Abuse
- Election Contest
- Petition for Name Change
- Petition for Relief From Late Claim
- Other Civil Petition

SHORT TITLE: Montes v. State Farm Mutual Automobile Insurance Company, et al.

CASE NUMBER

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in central district.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Mandatory personal injury filing in North District.	10. Location of Labor Commissioner Office.
5. Location where performance required or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).
j. Location of property or permanently garaged vehicle.	

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: Montes v. State Farm Mutual Automobile Insurance Company, et al.		CASE NUMBER																																																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 25%;">A Civil Case Cover Sheet Category No.</th> <th style="text-align: center; width: 50%;">B Type of Action (Check only one)</th> <th style="text-align: center; width: 25%;">C Applicable Reasons - See Step 3 Above</th> </tr> </thead> <tbody> <tr> <td>Business Tort (07)</td> <td><input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)</td> <td>1, 2, 3</td> </tr> <tr> <td>Civil Rights (08)</td> <td><input type="checkbox"/> A6005 Civil Rights/Discrimination</td> <td>1, 2, 3</td> </tr> <tr> <td>Defamation (13)</td> <td><input type="checkbox"/> A6010 Defamation (slander/libel)</td> <td>1, 2, 3</td> </tr> <tr> <td>Fraud (16)</td> <td><input type="checkbox"/> A6013 Fraud (no contract)</td> <td>1, 2, 3</td> </tr> <tr> <td>Professional Negligence (25)</td> <td><input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)</td> <td>1, 2, 3 1, 2, 3</td> </tr> <tr> <td>Other (35)</td> <td><input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort</td> <td>1, 2, 3</td> </tr> <tr> <td>Wrongful Termination (36)</td> <td><input checked="" type="checkbox"/> A6037 Wrongful Termination</td> <td>1, 2, 3</td> </tr> <tr> <td>Other Employment (15)</td> <td><input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals</td> <td>1, 2, 3 10</td> </tr> <tr> <td>Breach of Contract/ Warranty (06) (not insurance)</td> <td><input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)</td> <td>2, 5 2, 5 1, 2, 5 1, 2, 5</td> </tr> <tr> <td>Collections (09)</td> <td><input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)</td> <td>5, 6, 11 5, 11 5, 6, 11</td> </tr> <tr> <td>Insurance Coverage (18)</td> <td><input type="checkbox"/> A6015 Insurance Coverage (not complex)</td> <td>1, 2, 5, 8</td> </tr> <tr> <td>Other Contract (37)</td> <td><input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)</td> <td>1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9</td> </tr> <tr> <td>Eminent Domain/Inverse Condemnation (14)</td> <td><input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____</td> <td>2, 6</td> </tr> <tr> <td>Wrongful Eviction (33)</td> <td><input type="checkbox"/> A6023 Wrongful Eviction Case</td> <td>2, 6</td> </tr> <tr> <td>Other Real Property (26)</td> <td><input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)</td> <td>2, 6 2, 6 2, 6</td> </tr> <tr> <td>Unlawful Detainer-Commercial (31)</td> <td><input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)</td> <td>6, 11</td> </tr> <tr> <td>Unlawful Detainer-Residential (32)</td> <td><input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)</td> <td>6, 11</td> </tr> <tr> <td>Unlawful Detainer- Post-Foreclosure (34)</td> <td><input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure</td> <td>2, 6, 11</td> </tr> <tr> <td>Unlawful Detainer-Drugs (38)</td> <td><input type="checkbox"/> A6022 Unlawful Detainer-Drugs</td> <td>2, 6, 11</td> </tr> </tbody> </table>			A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - 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SHORT TITLE Montes v. State Farm Mutual Automobile Insurance Company, et al.		CASE NUMBER	
	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
Provisionally Complex Litigation	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment With Damages	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment With Damages	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case With Damages	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> A6100 Other Civil Petition	2, 9

SHORT TITLE: Montes v. State Farm Mutual Automobile Insurance Company, et al.	CASE NUMBER
---	-------------

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON:		ADDRESS:
<input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		22217 Sherman Way
CITY:	STATE:	ZIP CODE:
Canoga Park	CA	91303

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: March 1, 2022

Joshua Cohen Slatkin
SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 03/01/2022 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>R. Clifton</u> Deputy
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		CASE NUMBER: 22STCV07354
Your case is assigned for all purposes to the judicial officer indicated below.		

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE		DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
<input checked="" type="checkbox"/>	Stephen I. Goorvitch	39					

Given to the Plaintiff/Cross-Complainant/Attorney of Record
on 03/01/2022
(Date)

Sherri R. Carter, Executive Officer / Clerk of Court
By R. Clifton, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

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FILED
5 Superior Court of California
6 County of Los Angeles

7 **MAY 03 2019**

8 Sherri R. Carter, Executive Officer/Clerk
9 By 
10 Rizalinda Mina
11

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13
14

15 FOR THE COUNTY OF LOS ANGELES
16
17

18 IN RE LOS ANGELES SUPERIOR COURT) FIRST AMENDED GENERAL ORDER
19 - MANDATORY ELECTRONIC FILING)
20 FOR CIVIL)
21)
22)
23)
24)
25)
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27)
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On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **“Bookmark”** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **“Efiling Portal”** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **“Electronic Envelope”** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **“Electronic Filing”** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

- 1 e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a
- 2 person or entity that receives an electronic filing from a party for retransmission to the Court.
- 3 In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an
- 4 agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- 5 f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of
- 6 Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision
- 7 (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule
- 8 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or
- 9 process attached to or logically associated with an electronic record and executed or adopted
- 10 by a person with the intent to sign the electronic record.
- 11 g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place
- 12 in a hypertext or hypermedia document to another in the same or different document.
- 13 h) **“Portable Document Format”** A digital document format that preserves all fonts,
- 14 formatting, colors and graphics of the original source document, regardless of the application
- 15 platform used.

16 2) MANDATORY ELECTRONIC FILING

17 a) Trial Court Records

18 Pursuant to Government Code section 68150, trial court records may be created, maintained,
19 and preserved in electronic format. Any document that the Court receives electronically must
20 be clerically processed and must satisfy all legal filing requirements in order to be filed as an
21 official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

22 b) Represented Litigants

23 Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to
24 electronically file documents with the Court through an approved EFSP.

25 c) Public Notice

26 The Court has issued a Public Notice with effective dates the Court required parties to
27 electronically file documents through one or more approved EFSPs. Public Notices containing
28 effective dates and the list of EFSPs are available on the Court’s website, at www.lacourt.org.

1 d) Documents in Related Cases

2 Documents in related cases must be electronically filed in the eFiling portal for that case type if
3 electronic filing has been implemented in that case type, regardless of whether the case has
4 been related to a Civil case.

5 3) EXEMPT LITIGANTS

6 a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt
7 from mandatory electronic filing requirements.

8 b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of
9 Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused
10 from filing documents electronically and be permitted to file documents by conventional
11 means if the party shows undue hardship or significant prejudice.

12 4) EXEMPT FILINGS

13 a) The following documents shall not be filed electronically:

14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of
15 Civil Procedure sections 170.6 or 170.3;

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

18 iv) Any ex parte application that is filed concurrently with a new complaint including those
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and

20 v) Documents submitted conditionally under seal. The actual motion or application shall be
21 electronically filed. A courtesy copy of the electronically filed motion or application to
22 submit documents conditionally under seal must be provided with the documents
23 submitted conditionally under seal.

24 b) Lodgments

25 Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in
26 paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

2 Electronic filing service providers must obtain and manage registration information for persons
3 and entities electronically filing with the court.

4 6) TECHNICAL REQUIREMENTS

5 a) Electronic documents must be electronically filed in PDF, text searchable format **when**
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the
12 bookmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly
23 encouraged.

24 f) Accompanying Documents
25 Each document accompanying a single pleading must be electronically filed as a **separate**
26 digital PDF document.

27 g) Multiple Documents
28 Multiple documents relating to one case can be uploaded in one envelope transaction.

1 h) Writs and Abstracts

2 Writs and Abstracts must be submitted as a separate electronic envelope.

3 i) Sealed Documents

4 If and when a judicial officer orders documents to be filed under seal, those documents must be
5 filed electronically (unless exempted under paragraph 4); the burden of accurately designating
6 the documents as sealed at the time of electronic submission is the submitting party's
7 responsibility.

8 j) Redaction

9 Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to
10 redact confidential information (such as using initials for names of minors, using the last four
11 digits of a social security number, and using the year for date of birth) so that the information
12 shall not be publicly displayed.

13 7) ELECTRONIC FILING SCHEDULE

14 a) Filed Date

15 i) Any document received electronically by the court between 12:00 am and 11:59:59 pm
16 shall be deemed to have been effectively filed on that court day if accepted for filing. Any
17 document received electronically on a non-court day, is deemed to have been effectively
18 filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code
19 Civ. Proc. § 1010.6(b)(3).)

20 ii) Notwithstanding any other provision of this order, if a digital document is not filed in due
21 course because of: (1) an interruption in service; (2) a transmission error that is not the
22 fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may
23 order, either on its own motion or by noticed motion submitted with a declaration for Court
24 consideration, that the document be deemed filed and/or that the document's filing date
25 conform to the attempted transmission date.

26 8) EX PARTE APPLICATIONS

27 a) Ex parte applications and all documents in support thereof must be electronically filed no later
28 than 10:00 a.m. the court day before the ex parte hearing.

1 b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the
2 day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte
3 application must be provided to the court the day of the ex parte hearing.

4 **9) PRINTED COURTESY COPIES**

5 a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must
6 be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If
7 the efilng is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom
8 by 10:00 a.m. the next business day.

9 b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of
10 electronic submission) is required for the following documents:

11 i) Any printed document required pursuant to a Standing or General Order;

12 ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26
13 pages or more;

14 iii) Pleadings and motions that include points and authorities;

15 iv) Demurrers;

16 v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;

17 vi) Motions for Summary Judgment/Adjudication; and

18 vii) Motions to Compel Further Discovery.

19 c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of
20 additional documents. Courtroom specific courtesy copy guidelines can be found at
21 www.lacourt.org on the Civil webpage under "Courtroom Information."

22 **10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS**

23 a) Fees and costs associated with electronic filing must be waived for any litigant who has
24 received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. §
25 1010.6(d)(2).)

26 b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure
27 section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be
28 electronically filed in any authorized action or proceeding.

1 11) SIGNATURES ON ELECTRONIC FILING

2 For purposes of this General Order, all electronic filings must be in compliance with California
3 Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil
4 Division of the Los Angeles County Superior Court.

5

6 This First Amended General Order supersedes any previous order related to electronic filing,
7 and is effective immediately, and is to remain in effect until otherwise ordered by the Civil
8 Supervising Judge and/or Presiding Judge.

9

10 DATED: May 3, 2019



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KEVIN C. BRAZILE
12 Presiding Judge

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JOSHUA COHEN SLATKIN (SBN 285090)
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LAW OFFICE OF JOSHUA COHEN SLATKIN
11620 Wilshire Blvd., Suite 900
Los Angeles, California 90025
Telephone: 310-627-2699
Facsimile: 310-943-2757

Attorney for Plaintiff
RICKY MONTES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RICKY MONTES, an individual,

Plaintiff,

VS

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY; STATE FARM
GENERAL INSURANCE COMPANY;
NICOLE BARKER; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 22STCV07354

NOTICE OF PLAINTIFFS' POSTING OF JURY FEES

1 TO THE HONORABLE COURT, ALL PARTIES AND TO THEIR ATTORNEYS OF
2 RECORD:

3 PLEASE TAKE NOTICE that pursuant to the California Code of Civil Procedure Section 631,
4 Plaintiff RICKY MONTES posted his advanced jury fees in the amount of \$150.00 on March 3,
5 2022.

6
7 Respectfully submitted,

8 LAW OFFICE OF JOSHUA COHEN SLATKIN

9
10 Dated: March 3, 2022

11 BY Joshua Cohen Slatkin
12 JOSHUA COHEN SLATKIN
13 Attorney for Plaintiff
14 RICKY MONTES



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Case Manager Elizabeth Sanchez, elizabeth@adrservices.com (949) 863-9800
- **JAMS, Inc.** Assistant Manager Reggie Joseph, RJoseph@jamsadr.com (310) 309-6209
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org (833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate or small claims cases.

b. **Los Angeles County Dispute Resolution Programs**

<https://hrc.lacounty.gov/wp-content/uploads/2020/05/DRP-Fact-Sheet-23October19-Current-as-of-October-2019-1.pdf>

Day of trial mediation programs have been paused until further notice.

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case.

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/C10047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/C10109.aspx>
For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 03/07/2022
PLAINTIFF: Ricky Montes		By: Sherri R. Carter, Executive Officer / Clerk of Court K. Ghazarian Deputy
DEFENDANT: State Farm Mutual Automobile Insurance Company et al		
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 22STCV07354

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date:	Time:	Dept.:
06/29/2022	8:30 AM	39

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.).

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608 subdivision (b), and California Rules of Court, rule 2.2 et seq.

Dated: 03/07/2022



Stephen I. Goorvitch / Judge
Judicial Officer

CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

by personally giving the party notice upon filing of the complaint.

Joshua Cohen Slatkin
11620 Wilshire Blvd., Suite 900

Los Angeles, CA 90025

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 03/07/2022

By K. Ghazarian
Deputy Clerk

PROOF OF SERVICE

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 11620 Wilshire Boulevard, Suite 900 Los Angeles, CA 90025.

On March 16, 2022, I served the foregoing:

NOTICE OF CASE MANAGEMENT CONFERENCE

on the interested parties in this action by placing a true copy thereof as follows:

Barett Green
LITTLER
2049 Century Park East, 5th Floor
Los Angeles, CA 90067-3107
Email: bgreen@littler.com

- (By FAX) I caused above-referenced documents to be FAX'd to the addressee at the following FAX #'s:
- (Via E-mail) I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.
- (By Mail) I caused such envelope, with postage thereon, fully pre-paid, to be placed in the U.S. Mail at Los Angeles, CA 90049.
- (By Personal Service) I caused such envelope to be hand-delivered to the addressee, or to their office(s).
- (State) I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on March 16, 2022, at Los Angeles, California.

Ruben O. Contreras

Ruben O. Contreras